



UGANDA WILDLIFE AUTHORITY

RESEARCH MATERIAL TRANSFER AGREEMENT (MTA)

1. PREAMBLE

This AGREEMENT is made between the UGANDA WILDLIFE AUTHORITY of P.O Box 3530 Kampala herein after referred to as “A Statutory Body” established (under Statute No. 14 of 1996) for biodiversity conservation and sustainable management of wildlife within and outside protected areas

And

The RESEARCHER(S)/RESEARCH INSTITUTION(S) herein after referred to as “Researchers(s)” undertaking research involving collection and exporting of biological/genetic materials from Uganda for analysis.

The purpose of this Material Transfer Agreement (MTA) is to provide a framework for transfer of selected biological/genetic materials for the purposes of research and training to promote biodiversity conservation and policy formulation with regard to conservation.

2. APPLICANT

Research Permit Number.....MTA Number.....Date.....

Name Mr/Mrs/Ms.....Title.....

Research Institution.....

Permanent Address.....

.....

3. RESEARCH PROJECT

Research Project title:

.....

.....

.....

Study/research site:

Purpose of research:.....

Research period:

4. SPECIMENS

Species Name		Specimen specifications ¹	Quantity	Specimen Collection Fee
Scientific Name	Common Name			

(Use separate sheet if space provided is not enough):

5. STORAGE, ORIGIN AND DESTINATION OF THE SAMPLES:

a) Place of storage of specimen:

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.....

b) Depository of duplicate specimen:

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.....

c) Origin of specimen:.....

¹ For animals specify whether material/ specimen is whole animal, fecal material, Blood/Serum, Urine, Hair or any part of the body
For plants specify whether it is whole plant, roots, leaves, stem, bark, e.t.c

.....

d) Destination of specimen.....

.....

e) Duration of collection of specimen.....(dates,
e.g from June to July 2002)

6. USES

Possible uses* of the specimen shall include:

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7. EXPECTED RESULTS

The following are expected results from the research project:

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8. FORMS OF TECHNOLOGY

Possible forms of technology both in soft and hardware to be transferred to Uganda shall include:

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.....

* Specimen shall not be used for human subjects research or any research leading to human cloning

9. METHOD OF CAPTURE

Indicate the method(s) used to capture or extract specimen is (are):

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.....

10. TRANSFER OF SPECIMENS:

Specimens will not be transferred to a third party without first agreeing with the Uganda Wildlife Authority, the holders of accessory agreements, and notifying the Uganda national Council for Science and Technology.

11. COMMERCIAL BENEFITS:

The specimens exported and their derivative products or intangible benefits will not be patented or used for commercial benefit. However, should any unforeseen commercial potential arise, the terms of its exploitation will be negotiated with the Uganda Wildlife Authority and in consultation with the Uganda National Council for Science and Technology. The use of the specimens will be exclusively for the purpose described in this agreement.

12. OWNERSHIP AND TRANSFER OF RESULTS:

- a. Any subsequent publications must be with specific consent and written approval from the Uganda Wildlife Authority.
- b. Copies of all results and any subsequent publications will be made available to the Uganda Wildlife Authority and the Uganda National Council for Science and Technology.
- c. Biological material (specimen) exported in accordance with this MTA, including any material contained or incorporated in modifications, wherever located, shall at all times be the property of the Uganda Wildlife Authority and shall not be used by, or transferred to third parties without the knowledge, consent and written authorisation of the Uganda Wildlife Authority.

13. INTELLECTUAL PROPERTY RIGHTS

Ownership of any inventions that are derived in whole or in part as a result of the use of biological material (specimen) transferred under this MTA shall be determined in accordance with the relevant laws governing intellectual property and any requirements or restrictions imposed by the Uganda Wildlife Authority.

The owner of any inventions described in the preceding paragraph which are to be used for any commercial purpose shall negotiate in good faith, mutually acceptable agreement with Uganda Wildlife Authority according to the principles of the Convention on Biological Diversity.

The parties hereby grant each other unrestricted, perpetual, royalty free licenses to any copyrighted materials or publications generated from research undertaken with biological material (specimen) exchanged under this MTA, subject to the requirement of proper attribution and credit, including any copyright notice, in any such use.

Nothing in this MTA shall be interpreted as having the effect of preventing or delaying the publication of research findings resulting from the use of the biological material or any modification thereof.

14. SETTLEMENT OF DISPUTES

All disputes that cannot be settled amicably shall, at the request of either party, be submitted to private arbitration and shall be governed by national legislation and only resort to international arbitration where local remedies have been exhausted.

15. GOOD FAITH

The Researcher undertakes and declares to exhibit good faith in the execution and sustenance of the terms of this agreement.

16. SIGNATORIES

Signature.....

Signature.....

Names:.....
EXECUTIVE DIRECTOR
UGANDA WILDLIFE AUTHORITY

Names:.....
PRINCIPAL RESEARCHER

Date.....

Date

ANNEXES

1. PRECAUTIONS.

- a) This agreement is invalid without all required signatures and official stamp of the Uganda Wildlife Authority.
- b) The researcher has to obtain any required authorisation or export permits of parts and derivatives from UNCST for none CITES species and CITES export permit of parts and all derivatives of CITES species except urine and faeces.
- c) The restrictions remain in force as long as the materials are for export.
- d) The authorised materials or their derivatives shall be used only in accordance with the purpose, restrictions and precautions specified in this agreement
- e) No changes or alterations shall be made on this agreement after it has been endorsed

2. ATTACHMENTS

- a) Identifications and CVs of research team
- b) Profiles of all other institutions/individuals connected to the research programme
- c) A statement of assurance that the researcher/research institution will update UNCST and UWA on any discoveries from research involving these samples and status of research in specified time intervals
- d) Official statement of assurance from Institution of affiliation that the institution guarantees the provisions of the MTA and will be responsible for non-compliance of any of the provisions.
- e) A copy of material import licence.

3. MEASURES FOR EXPORT OF BIOLOGICAL MATERIALS FROM UGANDA FOR RESEARCH PURPOSES.

- (a) The research proposal involving transfer/export of biological material from Uganda should first be approved through the established system for research approval and clearance in Uganda.
- (b) The researcher must be affiliated to a recognised local biodiversity related institution in Uganda.
- (c) A request for transfer/export of biological material from Uganda shall be made in writing to the Executive Secretary, Uganda National Council for Science and Technology (UNCST) and the Uganda Wildlife Authority (UWA) the lead agency.
- (d) A material transfer agreement (MTA) obtained from the lead agency and import license of biological material from Uganda should accompany the request for transfer/export of the material from Uganda.
- (e) The UNCST after receiving the request for transfer/export of biological material from Uganda will consult with relevant lead agencies to arrive at a decision.
- (f) The researcher shall receive feedback from the UNCST on the status of his/her request two weeks after submitting application for export permit.
- f) Permission granted by the UNCST shall be deemed sufficient to facilitate transfer/export of biological material from Uganda for research purposes (including **urine and faeces** of CITES species that have been naturally excreted as waste products and are therefore not covered by the provisions of the CITES Convention).
- (g) CITES export permit of **parts and all derivatives** other than urine and faeces of CITES species issued by the CITES Management Authorities in accordance with CITES regulations is a must.
- (h) Upon execution of the MTA, specimen collection fee as prescribed in the UWA's specimen collection fees structure will be paid to Uganda Wildlife Authority by the researcher(s)/Research Institution.